

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

Declaration Regarding Agreement for sale



AX 965843

I, **ADITYA VIKRAM LATH** Son of Manmohan Lath aged about 29 R/o Plot No. 299, Sector-3, Near Biyani College, Vidyadhar Nagar, Jaipur, Rajasthan-302039 duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under

1. That the Agreement for Sale/Builder buyer agreement of our Project “**TIWARI GINNI RESIDENCY**” is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That in case if any condition in agreement to sell in contravention with Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rule, 2017 in that case provision of Act & Rules Shall prevail
4. That if any contradiction arises in the future **M/S AISHWARYA KAPISH HOMES** the Disponent will be Responsible for it.



ATTESTED

NOTARY PUBLIC  
JAIPUR (RAJ)

For M/S AISHWARYA KAPISH HOMES

For AISHWARYA KAPISH HOMES

**ADITYA VIKRAM LATH**

Authorised Signatory(S)

13 MAY 2022





### Agreement for Sale

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this .....day of .....two thousand and ..... at **Jaipur**.

By and Between

**Smt. Sangeeta Tiwari** W/o Shri Arvind Tiwari, Aged About- 55 Years, Resident of B-14, Shiv Marg, Banipark, Jaipur -302016 & (PAN-.....) **AND Ms. Apeksha Tiwari** D/o Shri Arvind Tiwari, Aged About- 28 Years, Resident of Plot No. - B-14, Shiv Marg, Banipark, Jaipur -302016 & (PAN-.....), hereinafter jointly referred to as the "Owners" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its partners, successor(s) etc.) .

AND

**M/S AishwaryaKapish Homes**, a partnership firm, duly incorporated under the Indian Partnership Act 1932 and having its registered office at Plot No. 299, Sector-03, Vidhyadhar Nagar, Jaipur and having its Permanent Account Number (PAN) **ABOFA7045G** through its Authorized Partner - **Aditya Vikram Lath** by caste Agarwal aged 28 years, S/o. Shri Manmohan Lath resident of Plot No. - 299, Sector-03, Vidhyadhar Nagar, Jaipur (Raj.) (having Aadhar No.....) hereinafter referred to as the "Promotor" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its partners, successor(s) etc.).

(The Owners & The Promoter/ Developer hereinafter jointly referred to as the "**THE SELLER or the Party of the FIRST PART**" which term and expression shall, unless it be repugnant to the context or subject be deemed to include their

For **AISHWARYA KAPISH HOMES**

**PARTNER**



partners, successors, executors, shareholders, administrators, legal representatives, nominees and permitted assigns).

AND

Shri ....., S/O of Shri ....., aged about ..... years, R/o ..... (Aadhar No.....) (PAN ..... ) (Hereinafter singly/jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the Party of the SECOND PART.

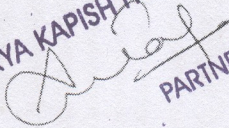
The "The Owners & Promotor" and the "Buyer/Allottee(s)" shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

#### INTERPRETATIONS/ DEFINITIONS:

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto -

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or uncovered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- (c) "Carpet area" means the net usable floor area of an apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (d) "**Interest**" means the interest payable at the rate specified in rule 17 of the rules;
- (e) "Para" means a Para of this Agreement;
- (f) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (g) "Regulation" means the Regulation made under the Act;
- (h) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (i) "Schedule" means the Schedule attached to this Agreement; and
- (j) "Section" means the section of the Act.

(1) In this Agreement, the following expressions unless repugnant to the The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan

FOR AISHWARYA KAPISH HOMES  
  
PARTNER



Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

**WHEREAS THE OWNERS DECLARES THAT,**

**A.** That the Owners are in lawful possession of the Western Portion of a plot no. B-14, total admeasuring 4106.25 Sq.Yards., lying and situated at Shiv Marg, Bani Park, Jaipur. (hereinafter referred to as 'Land' and more fully described in the **Schedule-2**).

**WHEREAS**, Late Shri Govind Narain had purchased a plot of land bearing No. B-14 lying and situated at Shiv Marg, Bani Park, Jaipur, in all admeasuring 8333.33 sq. yard vide Sale Deed dated 25.12.1943 from the then State of Jaipur which got duly registered at Serial No.318, Book No.1, Volume No. IV at Page Nos. 9 to 10 on 03.02.1944 with the Sub-registrar of Deeds, Jaipur City, Jaipur.

**AND**

**WHEREAS**, after the purchase of the said plot, a residential house was constructed on the same by Shri Govind Narain who passed away on 09.06.1957 intestate at Jaipur, leaving behind his wife Smt. Jigna Devi and son Shri Pradyuman Kumar Tiwari.

**AND**

**WHEREAS** Smt. Jigna Devi bequeathed her rights in the said property by way of her last Will & Testaments duly executed on 04.08.1969 in favor of Shri Pradyuman Kumar Tiwari.

**AND**


**WHEREAS** Smt. Jigna Devi passed away on 27.08.1969 at Jaipur and Shri Pradyuman Kumar Tiwari became the absolute owner/ title holder of the plot B-14, Shiv Marg, Bani Park, Jaipur and accordingly, the Nagar Nigam has substituted his name as the owner/ title holder of the said Property.

**AND**

**WHEREAS** Shri Pradyumna Kumar Tiwari gifted the western portion of the aforesaid Property situated at B-14, Shiv Marg, Bani Park, Jaipur, admeasuring about 4106.025 square yards, vide a gift deed dated 28-06-2021, to the wife of his younger son i.e., **Mrs. Sangeeta Tiwari** W/o Arvind Tiwari and his grand-daughter i.e., **Ms. Apeksha Tiwari** D/o Arvind Tiwari (Owners) in the ratio of 75% and 25% respectively, out of natural love and affection. It is further relevant to mention herein that the said land was gifted to the Owners out of the free will and volition of Shri Pradyumna Kumar Tiwari.

**AND**

For AISHWARYA KAPISH HOMES

  
PARTNER



**WHEREAS** the gift deed was executed by Shri Pradyumna Kumar Tiwari in favor of the Owners (**Mrs. Sangeeta Tiwari** and **Ms. Apeksha Tiwari**) on 28-06-2021 and the said deed was registered on 29-06-2021, before the Jaipur Sub-Registrar X, in Book No. 1, Volume No. 182, Page No. 198, Serial No. 202103190104050, and also in Book No. 1, Volume No. 728, Page No. 780 to 793.

**AND**

**WHEREAS** in this manner **Mrs. Sangeeta Tiwari** and **Ms. Apeksha Tiwari**, became and remain the absolute Owners of the said land.

**WHEREAS** the joint owners of the said land have entered into a Development Agreement with the Promotor **M/S. AISHWARYA KAPISH HOMES**, Jaipur through its partners, **1) Shri Dinesh Bothra**, S/o Shri Navratan Bothra, Aged About- 46 Years, Resident of Flat No.- 702, K.K. Tower, Near Space Cinema, Bani park, Jaipur- 302016 and **2) Shri Aditya Vikram Lath** S/o Shri Manmohan Lath, Aged About- 28 Years, Resident of Plot No.- 299, Sector-3, Vidhyadhar Nagar, Jaipur- 302039 on 10.02.2022 and the said deed was registered on 18/02/2022, before the Jaipur Sub-Registrar V, in Book No. 1, Volume No. 1281, Page No. 7, Serial No. 2022030191027, and copy of Deed filed in Additional Book No. 1, Volume No. 5120, Page No. 545 to 584.

**B.** The said land is earmarked for the purpose of residential project and the said project shall be known as "**TIWARI GINNI RESIDENCY**".

**C.** The Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest regarding the said land on which Project is to be constructed have been completed.

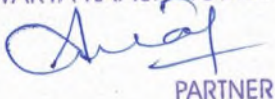
**D.** The BPC (B.P.) of the Jaipur Nagar Nigam in its meeting dated 12/01/2022 vide its letter No. 3226 approved the building plans of the said building up to the height of 18 meters + Stilt + 0.50 meter Plinth (2 Basement + Stilt+ 6 Floor), and has released the maps accordingly

**E.** The detail of the encumbrance on the land including any rights, title interest or name of any party in or over the Land along with details are as under:

There are no encumbrances on the land.

**F.** The Seller has conceived, planned and are in the process of constructing and developing a real estate project known as "**TIWARI GINNI RESIDENCY**", (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments / buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a

For AISHWARYA KAPISH HOMES

  
PARTNER



piece and parcel of Western Portion of Plot No. B-14, Shiv Marg, Bani Park, Jaipur and latitude & longitude of the end points of the Project and the location details are fully described in the **Schedule-2**.

**G.** The Project has been registered with the Real Estate Regulatory Authority and the Project Registration Certificate No. is **RAJ/P/...../.....**. This registration is valid upto ..... unless extended by the Authority. The details of the Seller and Project are also available in the website ([www.rera-rajasthan.in](http://www.rera-rajasthan.in)) of the Authority.

**H.** The Seller agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

**I.** The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :

- 1) Civil Work including RCC Framed Structure, Walls in Red Bricks Masonary, External Plaster, Gypsum Plaster
- 2) Plumbing and Sanitary Work
- 3) Electrical Work
- 4) Flooring
- 5) Doors, Windows
- 6) Fire fighting system as per norms
- 7) Fire Escape Staircase

**J.** The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, other facilities and amenities, public health services and other internal development works proposed to be provided in the Project are as under :

#### **General**

- SEPARATE SERVANT QUARTER FOR FEW APARTMENT IN BASEMENT
- WATER STORAGE TANK ON GROUND FLOOR.
- POWER BACK-UP FACILITY

#### **Common Amenities**

- 24 HOUR POWER BACKUP FOR COMMON FACILITES.
- HIGH SPEED FOUR AUTOMATIC LIFT-
- WELL EQUIPPED FULLY AIR CONDITIONED-GYM AND CLUB HOUSE
- FULLY AIR-CONDITIONED HOME THEATER

#### **Flooring**

- TILES - GVT TILES IN FLAT FLOORING –
- FLOORING TILES IN BATHROOM

For AISHWARYA KAPISH HOMES



PARTNER



### **Kitchen**

- REGULATED LPG PIPED GAS SYSTEM (GASBANK)
- KITCHEN - FULLY MODULAR KITCHEN WITH INNOTECH DRAWERS

### **Bathroom and Toilets**

- BATHROOM WALL TILES
- CP FITTING -
- SANITARY FITTING - HINDWARE / RAK/ JAQUAR /AMERICAN STANDARD

### **Electricals**

- FAN - as per requirement
- PROVISION FOR AC: PROVISION FOR VRV AC SYSTEM (ONLY VRV AC PIPE) WITHOUT VRV AC MECHINE
- ELECTRICAL WIRE - HAVELLS/ POLICAB/ RR KABLE/ FINOLEX
- MCV & SWITCH - WIPRO / FINOLEX/ HAVELLS/ LEEGRAND OR EQUIVALENT
- CPVC - FLOW GUARD FINOLEX/ ASHIRWAD/ PRINCE PIPE
- SWR - ASHIRWAD / FINOLEX / PRINCE/ KISAN

### **Safety and Security**

- INTERCOM PHONE FROM GUARD ROOM.
- THREE LAYER SECURITY SYSTEM CCTV CAMERA & DOOR VIDEO CAMERA & ACCESS CONTROL AT BUILDING
- CCTV MONITORING ACROSS ALL COMMON AREAS OF BUILDING AND ENTRY LOBBY INCLUDING LIFTS

### **Water supply**

- RAIN WATER HARVESTING SYSTEM
- 24 HOURS WATER SUPPLY THROUGH OWN TUBE WELL/BOREWELL

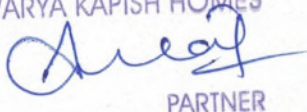
### **Paint :**

- ACRYLIC ROYALE EMULSION PAINT ON INTERNAL WALLS

**K.** The details of other external development works to be taken for the Project are as under:

- 1) Landscape Driveway
- 2) Boundary Wall

For AISHWARYA KAPISH HOMES

  
PARTNER



3) Compound Gate

4) Any other work for the benefit of the Project as may be provided under the local laws.

L. The details of specifications of material used in construction are as under:

- BAJRI - BANASH IF AVAILABLE OTHERWISE M - SAND
- CEMENT - JK/ BIRLA UTTAM / ULTRATECH/ BANGAD/SHREE CEMENT
- SARIA – FOR BASEMENT AND STILT- JINDAL OR EQUIVALENT AND FOR FLOORS ABOVE RATHI OR MANGLA- FE500D WITH ULTRA TECH CEMENT
- GRANITE - ALL STAIRCASE OF BUILDING OF GRANITE MOUNTED
- EARTHQUAKE RESISTANT FRAMED STRUCTURE.
- STAINLESS STEEL RAILING IN STAIRCASE

M. The Seller has opened a separate account in Branch of ICICI BANK LTD, for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.

N. The Allottee(s), being aware of the Project and details given in the Broucher about the Project made by the Seller and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase Apartment /Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its **application dated.....** The allottee(s) has also deposited a sum of **Rs.....(in words Rupees.....)** as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

O. The Allottee has applied for an apartment in the Project vide application no dated .....and has been allotted apartment no. ....having carpet area of ..... **square feet**, type: .....**BHK** on floor ....**th** in ("Building") along with **covered parking in the .....Floor**, as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule-3**.

P. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners hereby agree to sell and the Allottee hereby agrees to purchase the [Apartment] and the parking as specified in para R.

For AISHWARYA KAPISH HOMES

  
PARTNER



NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:

1. TERMS:

1.1 Subject to the terms & conditions as detailed in this Agreement, the Seller hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para ‘R’.

1.2 The Total Price for the Apartment/ Plot based on the carpet area is Rs..... (in words Rupees..... only) ("Total Price") (Give break-up and description):-

Block/ Building/ Tower no..... Apartment no. ... Type..... Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	-----

\* Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

\* Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, , taxes, maintenance charges as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

For AISHWARYA KAPISH HOMES

  
PARTNER



## Explanation:

- (i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment / Plot as mentioned in Para 'O'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee ;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the
- (iv) taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (v) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

- 1.3 In addition to the total price, the allottee shall be liable and responsible to pay all other taxes which may be levied in connection with the construction of the set project. The allottee shall also be liable to pay maintenance deposit and maintenance charges as mentioned in clause no.11.3 of this agreement. Documentation charges, charges towards water, stamp duty, registration charges and any other charges applicable at the time of registration of this agreement, sale deed, sub lease deed etc. in respect of this unit. Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Seller shall be increased/ reduced based on such changed modification:

FOR AISHWARYA KAPISH HOMES  
  
PARTNER



1.4 As mentioned in para 'Q' above, the Seller has already received an advance/ booking amount from the Allottee(s) a sum of **Rs. .... /- (Rupees .....only)** (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the **Total Price of Rs.....** and the Allottees(s) agrees and undertakes to pay the balance amount of **Rs.....** of the total price strictly in accordance with the payment plan given in Schedule ....

1.5 It is agreed that the Sellershall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-'4' and Schedule-'5'** in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided that the Sellermay make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.6 The Sellershall confirm to the final carpet areas that has been allotted to the Allottee after the construction of the building is completed and the occupancy certificate has been granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Seller. If there is reduction in the carpet area than the Seller shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Sellermay demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement, all these monetary adjustments shall be made at the same rate as per square feet as agreed in Terms No.1 above.

1.7 Subject to Term No. 9.3 the Selleragreed and acknowledged, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee(s) shall have exclusive Ownership of the Apartment;

(ii) The Allottee(s) shall also have undivided proportionate Ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Sellershall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;

(iv) Theallottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Apartment, following the safety instructions of the site incharge. Permission for entering the under construction area is at complete discretion of the site incharge.

1.8 It is made clear by the Sellerand the Allottee agrees that the Apartment along with specified parking/parkings/store room (as the case may be) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-

For AISHWARYA KAPISH HOMES  
  
PARTNER



contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.9 The Seller agrees to pay all outgoing/ dues—before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Seller fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Seller agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person. But after handing over of possession of the flat to the allottee and common amenities to the society the allottee shall make payment of the recurring government taxes and levies viz lease money/urban lease, house tax (if any) and municipal taxes etc. on pro rata basis and the Seller shall not be responsible for payment of any government charges and levies after handing over the possession to the allottee.

1.10 The Seller shall be exclusively entitled to install its signage, hoarding or any other kind of branding for its past, present or future projects at any suitable place in the project and the allottee and Owners's association shall not have or shall not obstruct on exploitation of this right by the Seller.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Seller abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Seller, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of "**M/s Aishwarya Kapish Homes**" payable at Jaipur.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if having residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Seller with such permission, approval which would enable the Seller to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

For AISHWARYA KAPISH HOMES

  
PARTNER



3.2 The Seller accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Seller fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Seller immediately and comply with necessary formalities if any, under the applicable laws. The Seller shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied herein in any way and the Seller shall be issuing the payment receipts in favor of the Allottee only. However allottee shall be entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Seller.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Seller to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Seller to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Seller shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

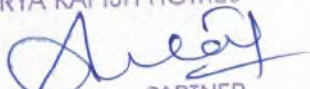
6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Seller. The Seller shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Seller undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Seller shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT:**

7.1 **SCHEDULE FOR POSSESSION OF THE SAID APARTMENT** - The Seller agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Seller assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.03.2026, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Seller shall be entitled to the

For AISHWARYA KAPISH HOMES

  
PARTNER



extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Seller to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Seller shall refund to the Allottee(s) the entire amount received by the Seller from the Allottee with interest within forty-five days from that date. The Seller shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Seller and the Seller shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 PROCEDURE FOR TAKING POSSESSION-** The Seller, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Seller within three months from the date of issue of occupancy certificate. The Seller agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Seller. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Seller / Maintenance Society/RWA, as the case may be, after the issuance of completion certificate for the Project. The Seller shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

**7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT-** Upon receiving a written intimation from the Seller as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Seller shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

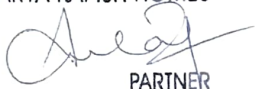
**7.4 POSSESSION OF THE ALLOTTEE-** After handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Seller to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Seller shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be within thirty days after obtaining the completion certificate.

**7.5 CANCELLATION BY ALLOTTEE-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation

For AISHWARYA KAPISH HOMES



PARTNER




7.6 COMPENSATION-The Seller shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Seller fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Seller shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due, Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE SELLER:

The Seller hereby represents and warrants to the Allottee(s) as follows:

- (i) The Seller has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Seller has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) That the said Land is free from all encumbrances.
- (iv) As per the best of the knowledge of the Seller there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Seller has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Seller has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

FOR AISHWARYA KARISH HOMES  
  
PARTNER



- (viii) The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Seller shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Seller has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Seller in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

[9].1 Subject to the *Force Majeure* clause, the Seller shall be considered under a condition of default, in the following events, namely:

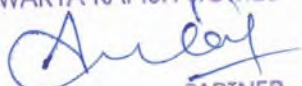
- (i) The Seller fails to provide ready to move in possession of the Apartment/Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Seller business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

[9].2 In case of default by the Seller under the conditions listed above, Allottee(s) is entitled to the following:

- (i) Stop making further payments to the Seller as demanded by the Seller. If the Allottee(s) stops making payments, the Seller shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Seller shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Seller, interest for the period of delay

For AISHWARYA KAPISH HOMES

  
PARTNER



till the handing over of the possession of the Apartment, which shall be paid by the Seller to the Allottee within forty-five days of it becoming due.

(9).3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottee(s) fails to make payments made by the Seller as per the payment plan stated herein, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Seller on the unpaid amount.

(ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 consecutive months after notice from the Seller in this regard, the Seller may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Seller shall intimate the Allottee about such termination at least thirty days prior to such termination.

(iii) The Allottee(s) may obtain finance from any financial institution bank or any other source but the Allottee(s) obligation to purchase the said apartment/Unit and making of all payments pursuant to this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said apartment/Unit.

(iv) Failure, pursuant to a request by the Seller, to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the Seller or Association of Allottee(s), as the case may be.

(v) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Seller or not executing documents as may be required under the law for such transfer

(vi) Dishonor/stoppage of payment by any cheque(s) including postdated cheques given by Allottee(s) for any reason whatsoever

(vii) Sale/transfer/disposal of/dealing with, in any manner, the reserved car parking space independent of the Unit or selling of the additional allotted parking space to any third party other than occupant of the Building and /or of the project.

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

The Seller, on receipt of Total Price of the Apartment as per Term No. 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee.

That all costs, charges and expenses in connection with preparing, engrossing, stamping and registering this Agreement as also the Deeds of Conveyances/ Transfers and / or any other documents required to be executed in pursuance of this Agreement, the stamp and registration charges in respect of such documents transferring the said unit in favour of the said purchaser of the Sale Deed in respect of the said premises, as well as the entire

For AISHWARYA KAPISH HOMES

  
PARTNER



professional cost of the Advocates of the SELLER in preparing and / or approving all such documents shall be borne and paid by the Allottee.

**11. ASSOCIATION OF OWNERS AND MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. Allottee(s) shall deposit an interest free maintenance security amount of Rs. 50 per square feet, before taking possession of the said flat/unit. Such amount shall be transferred to the maintenance society account after the registration of the same.

**12. DEFECT LIABILITY:**


It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Seller as per this Agreement relating to such development is brought to the notice of the Seller within a period of One year by the allottee from the date of handing over possession, it shall be the duty of the Seller to rectify such defects without further charge, within thirty days, and in the event of Seller failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/ or any reasonable wear and tear and/ or any damage caused due to Force Majeure shall not be covered under defect liability period.

That the purchaser understands that the Construction of the building is heterogeneous in nature. It is understood by the purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement footings, which may occur, will not be treated as defects.

That, it is understood and agreed by the purchaser that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joint leakage or seepage of water is likely to occur and this will not be termed as defect in construction. The cost of any specialized treatment for water – proofing or stopping such leakage and seepage will be borne and paid by the purchaser separately. It is also understood and agreed by the Purchaser that plastered masonry and concrete are not waterproof in nature and there is a chance of leakage / seepage through them if exposed to rain water or any wet condition. This will not be termed as defect and no compensation shall be given to the purchaser for such happening.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Seller/Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Seller/ Maintenance Society to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

For AISHWARYA KAPISH HOMES  
  
PARTNER



#### 14. USAGE:

14.1 USE OF BASEMENT(S) AND SERVICE AREAS:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved to be used by the Maintenance Society for rendering maintenance services.

#### 14.2 USE OF PARKING:-

- (a) The Allottee(s) will not be allowed to cover the parking area in any manner or raise any wall or any type of barrier/rope/fastening around the said car parking area
- (b) The Allottee(s) agrees and confirms that the reserved car parking allotted to him/her/them/it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption etc. of the said Unit under any of the provisions of this Agreement or otherwise
- (c) The Allottee(s) undertakes to park his/her/their/its vehicle in the allotted car parking space and nowhere else in the Building.

#### 15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Seller and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee(s) shall not use the said apartment for any purpose other than residential.

FOR AISHWARYA KARISH HOMES

  
PARTNER



15.5 The Allottee(s) shall not do any act or thing which may render void or voidable any insurance of the said property and the building in which the said apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said apartment.

15.6 The Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Seller and/or the local authority, if required. The Allottee(s) however undertakes that it shall not divide/sub-divide the Unit in any manner. The Allottee(s) shall not change the color and structure of the external facade of the Unit.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**17. ADDITIONAL CONSTRUCTIONS:**

The Seller undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

**18. SELLER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Seller executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

**19. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Seller does not create a binding obligation on the part of the Seller or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned **Sub-Registrar**, as and when intimated by the Seller. If the Allottee(s) fails to execute and deliver to the Seller this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Seller, then the Seller shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

**20. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements

For AISHWARYA KAPISH HOMES

  
PARTNER



whether written or oral, if any, between the Parties in regard to the said Apartment/ Building, as the case may be.

**21. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**23. WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 The Seller may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Seller in the case of one allottee shall not be construed to be a precedent and /or binding on the Seller to exercise such discretion in the case of other allottees.

23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23.3 No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**24. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**26. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

For AISHWARYA KAPISH HOMES

  
PARTNER



specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**27. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Seller through its authorized signatory at the Seller Office in Jaipur, after the Agreement is duly executed by the Allottee and the Seller or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

**28. BROKERAGE**

In case the Intending Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Intending Allottee whether in or outside India for acquiring the said Premises for the Intending Allottee, the Intending Seller shall in no way whatsoever be responsible or liable there for and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Intending Seller for the said Premises. Further the Intending Allottee undertakes to indemnify and hold the Intending Seller free and harmless from and against any or all liabilities and expenses in this connection.

**29. NOTICES:**

All the notices to be served on the Allottee and the Seller as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Seller by registered post at their respective addresses specified above.

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Seller or the Allottee(s), as the case may be.

**30. JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Seller to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

**31. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the Seller under the agreement for sale, under the Act, the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

For AISHWARYA KAPISH HOMES

  
PARTNER



That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:** All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties failing which the dispute shall be settled in the manner as provided under the Act.

**34. LOAN FACILITY:**

In case the Allottee(s) wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following –

- i. The terms and conditions of the financing agency shall be exclusively binding and applicable upon the Allottee(s) only.
- ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or promoter, as per the payment schedule, shall be ensured by the Allottee(s), failing which, the delay payment clauses shall be applicable.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at in the presence of attesting witness, signing as such on the day first above written.

**Signed and delivered by the within named Allottee(s) in the presence of witnesses on \_\_\_\_\_ day of \_\_\_\_\_, 20.....**

**ALLOTTEE – 1Name :**

Signature

**ALLOTTEE – 2Name :**

Signature

**Signed and delivered by the within named Seller in the presence of witnesses at .....on \_\_\_\_\_ day of \_\_\_\_\_, 20....**

Seller For and on behalf of

**Mrs. Sangeeta Tiwari & Ms. Apeksha Tiwari**

Signature:

Designation: **Owners**

**&**

For AISHWARYA KAPISH HOMES

  
PARTNER



**M/s AishwaryaKapish Homes**

Name: .....

Signature

Designation: **Partner**

**WITNESSES**

Signature

Name

Address

Signature

Name

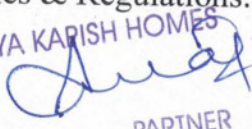
Address

**SCHEDULE – 1**

**(Payment Plan)**

<b>Stage</b>	<b>Amount in %</b>
At The Time of Registration	10%
On Raft Casting as per Allotted Block	10%
On Ground Floor Slab Casting as per Allotted Block	10%
On 2nd Floor Slab Casting as per Allotted Block	10%
On 4th Floor Slab Casting as per Allotted Block	10%
On 6th Floor Slab Casting as per Allotted Block	10%
On 8th Floor Slab Casting as per Allotted Block	10%
On 10th Floor Slab Casting as per Allotted Block	10%
On 12th Floor Slab Casting as per Allotted Block	10%
On Completion of Plaster in Unit	5%
Balance On Final Notice Of Possession	5% + Other Charges

NOTE: G.S.T is exclusive of above B.S.P and is payable with every installment, as per Government Rules & Regulations.

FOR AISHWARYA KAPISH HOMES  
  
PARTNER



**SCHEDULE-2**

**(Details of land holdings of the Seller and location of the Project)**

Name of Colony and City	Plot No.	Area (in meters)
Western Portion, Shiv Marg, Bani Park, Jaipur alongwith conservancy land	B-14	3433.24 Sq. Mtr.
1. The piece and parcel of the plot of land in site is bounded on the :-		
Towards East	: Remaining Part of Plot No. B-14	
Towards West	: Plot No. B-15	
Towards North	: Shiv Marg	
Towards South	: SSG Pareek College	
2. Latitude/ Longitude of the end points of the Project		

Longitude	Latitude
.....	.....

3. Other details of the location of the Project: NIL

**SCHEDULE-3**  
**Description of Flat/Unit/Premises**

Apartment No.	Flat No. ....
Floor	.....
Tower/Block/Building No.	..... Block
Carpet Area	..... Sq.Ft.
Exclusive Balconies	.....Sq.Ft.
Built-up Area	..... Sq.ft.

For AISHWARYA KAPISH HOMES  
  
PARTNER



## **Building "TIWARI GINNI RESIDENCY"**

### **Note-**

A. The Buyer shall be entitled, to the exclusive use of ..... **Covered/Open Parkings in the ..... for parking of Car/Two Vehicle on ..... Floor.** However, exact parking no. will be allotted at the time of possession of the "Apartment".

### **SCHEDULE-4**

(Specifications, facilities, amenities, which are part of the Apartment) which are in conformity with the Advertisements, Prospectus etc. circulated by the Seller at time of booking of Units in the Project)

- 1) Grand Entrance Lobby
- 2) ... Nos High Speed Elevators
- 3) Provision for Central DTH Connection
- 4) Club House
- 5) Gym

### **SCHEDULE-5**

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which are in conformity with the Advertisements, Prospectus etc. circulated by the **Seller** at time of booking of Units in the Project)

1. Outer Development (Driveway and Plantation)
2. Boundary Wall
3. Compound Gate
4. Any other work for the benefit of the Project as may be provided under the local laws.


### **SCHEDULE-6**

**(Lay-out Plan of the Project)**

### **SCHEDULE-7**

**(Floor Plan of the Apartment and Block/ Tower in the Project)**

For AISHWARYA KAPISH HOMES

  
PARTNER